

75 Langley Drive | Lawrenceville, GA 30046-6935 0: 770.822.8720 | F: 770.822.8735 GwinnettCounty.com

August 23, 2024

ADDENDUM #1

BL101-24 Sweeping of Curbs & Intersections on an Annual Contract

Questions and Answers:

- Q1. What is the current annual dollar value of this contract?
- A1. \$130,000.00
- Q2. Is the contract available to view?
- A2. The previous contract BL036-20 is attached to this addendum.
- Q3. Are the most recent bid tabulations available for viewing?
- A3. The most recent bid tabulation for BL036-20 is attached to this addendum.

Attachments:

Attachment 1: BL036-20 Invitation Attachment 2: BL036-20 Addendum Attachment 3: BL036-20 most recent tab

This addendum should be signed in the space provided below. Failure to do so may result in your bid being deemed non-responsive.

Thank you,

Michael Milstein Purchasing Associate II



GWINNETT COUNTY DEPARTMENT OF FINANCIAL SERVICES PURCHASING DIVISION

75 Langley Drive | Lawrenceville, GA 30046-6935 (0) 770.822.8720 | (F) 770.822.8735 www.gwinnettcounty.com

March 11, 2020

INVITATION TO BID BL036-20

ATTACHMENT 1

The Gwinnett County Board of Commissioners is soliciting competitive sealed bids from qualified contractors for the **Sweeping of Curbs and Intersections on an Annual Contract** with Three (3) Options to Renew for the Department of Transportation.

Bids should be typed or submitted in ink and returned in a sealed container marked on the outside with the BL# and Company Name. Bids will be received until **2:50 P.M. local time on Tuesday, April 7, 2020** at the Gwinnett County Financial Services - Purchasing Division – 2nd Floor, 75 Langley Drive, Lawrenceville, Georgia 30046. Any bid received after this date and time <u>will not be accepted</u>. Bids will be publicly opened and read at 3:00 P.M. Apparent bid results will be available the following business day on our website www.gwinnettcounty.com.

A pre-bid conference is scheduled for **10:00 A.M. on March 24, 2020** at the Gwinnett County Purchasing Office. All contractors are urged to attend. Questions regarding bids should be directed to Chris Duncan, Purchasing Associate III at <u>Christopher.duncan@gwinnettcounty.com</u> or by calling 770-822-8741, **no later than 3:00 P.M. March 17, 2016.** Bids are legal and binding upon the bidder when submitted. All bids should be submitted in duplicate.

Gwinnett County does not discriminate on the basis of disability in the admission or access to its programs or activities. Any requests for reasonable accommodations required by individuals to fully participate in any open meeting, program or activity of Gwinnett County Government should be directed to Susan Canon, Gwinnett County Justice and Administration Center, 770-822-8165.

The written bid documents supersede any verbal or written prior communications between the parties.

Award will be made to the supplier(s) submitting the lowest responsive and responsible bid. Gwinnett County reserves the right to reject any or all bids to waive technicalities and to make an award deemed in its best interest. Bids may be split or awarded in entirety. Gwinnett County reserves the option to negotiate terms, conditions and pricing with the lowest responsive, responsible bidder(s) at its discretion.

Award notification will be posted after award on the County website, <u>www.gwinnettcounty.com</u> and companies submitting a bid will be notified via email.

We look forward to your bid and appreciate your interest in Gwinnett County.

Chris Duncan, CPPB Purchasing Associate III The following pages **should** be returned in **duplicate** as your bid:

Bid Schedule, Pages 14-15 Contractor Information, Page 16 References, Page 17 Sub-Contractor, Page 18 Equipment List, Page 19 Contractor Affidavit, Page 20 Ethics Affidavit, Page 21

I. <u>General Information and Requirements</u>

The Gwinnett County Board of Commissioners is soliciting competitive sealed bids for the Sweeping of Curbs and Intersections on an Annual Contract with one option to renew for the Department of Transportation.

All work on this project shall be performed in accordance with the Georgia Department of Transportation Standard Specifications and Supplemental Specifications, 2001 Edition.

Where conditions exist that are not thoroughly or satisfactorily stipulated and set forth by the Standard Specifications and Supplements thereto, special provisions of such conditions are included. Should any such special provisions contain requirements in conflict with the Standard Specifications and Supplements thereto, the special provisions will govern. The bidder shall examine carefully the scope of the work. By submitting a bid the contractor has shown conclusive evidence that they have investigated and are satisfied as to the conditions to be encountered; along with quality of work to be performed, the quantities, and requirements to perform the job successfully.

Communications

Individuals, firms and businesses seeking an award from a Gwinnett County solicitation may not initiate or continue any verbal or written communications regarding a solicitation with any County officer, elected official, employee or other County representative without permission of the Purchasing Associate named in the solicitation between the date of the issuance of the solicitation and the date of the final award by the Board of Commissioners. Violations will be reviewed by the Purchasing Director. If determined that such communication has compromised the competition process, the offer submitted by the individual, firm or business may be disqualified from consideration for award.

<u>Award</u>

Award will be made to the lowest responsive and responsible bidder. Bidders are advised to examine the Plans and Specifications carefully and to make examinations of the site of the proposed work as are necessary to familiarize themselves with local conditions, which may affect the proposed work.

References

A minimum of three (3) references where this similar size and scope of work has been completed should be listed on the attached reference sheet.

Insurance

Successful vendor will be required to submit a "Certificate of Insurance," per the attached Standard Insurance Requirements.

Piggy Backing

Community Improvement Districts (CID) located within Gwinnett County will be able to contract separately with the successful bidder using the same prices. The four CID's are Gwinnett Village, Gwinnett Place, Lilburn and Evermore.

Scheduling and method of payment will be between the contractor and the Community Improvement Districts in which Gwinnett County DOT will have no involvement.

II. Scope and Areas of Work

A list of proposed roads is included in these specifications. The work will be divided into two (2) sections: North-West and South-West-Center. Street sweeping services are defined as the sweeping, removing or otherwise cleaning, and disposal of debris from designated intersections, streets, curb-

lines, medians, bikeways and turn lanes within the limits of public right-of-way throughout Gwinnett County. The work includes removing objects that cannot be swept up, such as boards, brush, loose grass, rocks, etc. The contractor shall perform all handwork necessary to effectuate an efficient cleaning operation, with no additional compensation being made for such work. Spot sweeping or emergency cleanup for accidents and/or load spills will be the responsibility of the County. The sweeping operation also does not include the removal of debris from catch basins or storm sewers.

III. Definition of Work/Quantities

An intersection is defined as the entire roadway area and curbs lying within the junction of two (2) roads, and extending a minimum distance of 100' down each leg, as measured from the near-edge of pavement of the adjoining road (see attached). Work shall include sweeping around any solid turn islands lying within the limits of the intersection. Intersections will be paid for by unit price. Super Intersection is any intersection that has either two left turning lanes or a left turning lane with a gore area between the turning lane and the through lanes. Super Intersections will be paid for by unit price. A curb-mile is defined as a width of at least seven (7) feet, as measured from the face of the curb, and a length of one mile. Curb cleaning of a street shall consist of that abutting through roadway sections, and will also include curbs on turning lanes and curbs from all intersections between the road's limits. Sweeping along designated raised center medians (such as Jimmy Carter Boulevard from Singleton Road to U.S. 23) will be treated as curb sweeping. Sweeping along raised center medians will be paid as curb miles, as defined above. A center turn lane is defined as the entire paved area, where no curb or median is present, in the center of the road between the travel lanes. Payment will be center-lane-miles, defined as the entire center-lane area, regardless of width. Contract quantities and/or frequencies may be increased should it become necessary to provide a higher level of service in certain locations. Any additions will be located no more than three (3) miles from the nearest designated area. Quantities may be decreased temporarily due to construction projects, road closures, etc.

IV. Hours of Operation

Except as otherwise approved in writing by the County, all scheduled cleaning operations shall be performed during the hours of 10:00 p.m. to 6:00 a.m. The contractor will suspend operations if weather conditions or other factors are such that cleaning operations cannot be carried out in an effective manner. The Engineer shall, at his discretion, have the right to order the suspension of cleaning operations whenever, in his judgment, present or impending weather conditions, traffic volumes, or other factors exist, such that cleaning operations cannot be carried out in a safe and effective manner.

V. <u>Work Schedule</u>

Each contractor should submit with their bid a proposed schedule for sweeping each of the designated areas for the upcoming year. This information is available for all other contractors to use for scheduling their activities and any deviation from the schedule must be approved prior to work being done by the County Department director or designee. The Contractor's sweeping schedule shall be subject to approval of the Gwinnett County Engineering Department. The County reserves the right to make minor adjustments to the schedule at any time to avoid conflict with road construction or maintenance operations. Prior to award of the contract, the successful bidder will be required to submit a sweeping schedule to the County, demonstrating the bidder's ability to commence and proceed in a timely manner on all of the Gwinnett County sweeping contracts for which he is the successful bidder. Due to the time constraints on this contract, it is mandatory that the work be performed in all sections simultaneously and immediately. If a contractor is the successful low bidder on more than one section, a minimum of one (1) crew shall be dedicated to each section on a full time basis. A bidder's failure to demonstrate the ability to proceed as required may result in the award of one or all of those sections to the next low, responsive and responsible bidder, as deemed in the County's best interest. Failure to demonstrate the

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ability for simultaneous contract execution and progression will result in, at the County's discretion, the award of any or all of the Bidder's contracts to the next lowest responsible bidder, or the readvertisement and re-bidding of any or all of these contracts. All sweeping shall be completed on the day it is scheduled. If an area falls on a holiday or is within a rainy day, it shall be the contractor's responsibility to supply any equipment needed to complete the scheduled routes the next business day. Should areas have a heavy leaf fall, contractor shall supply additional equipment to stay on schedule. If the Contractor has equipment failures for whatever reason, additional equipment shall be used to maintain the schedule. It's the Contractor's responsibility to complete the scheduled route on the day it is scheduled. Contractor will notify and receive approval from the engineer at least twenty-four (24) hours in advance of altering the submitted schedule, if altered for the benefit of the Contractor. Where weather or other factors require suspension of work, the Contractor shall notify the County at the beginning of the next business day. In the case a significant rain storm is forecast, contractor shall make sweeping a priority until the rain prevents sweeping. This is especially a priority in leaf season. Each area will be swept on a quarterly basis, with work to begin within ten (10) days of award of price agreement, and each cycle being swept in a maximum of thirty (30) days. A cycle is defined as one satisfactory cleaning of each designated area. The contractor shall complete a daily report indicating equipment and personnel used, types and location of work performed (street names and/or route numbers), mileage and number of intersections/super intersections which were swept and those that remain not swept for that cycle. These daily reports, only after being checked by their supervisors, are to be submitted via email to a designated person, by the following morning by 9:00 a.m. to allow for timely inspection of routes by County personnel. In the event that the contractor is prevented from completing the sweeping as provided in the schedule due to equipment breakdown or reasons other than inclement weather, the Contractor shall be required to complete the sweeping services so deferred prior to the end of the month for all routes. Contractor shall immediately notify the County representative when work has been stopped due to weather, equipment breakdown, or for any other reason. Contractor shall also inform the representative of where and when work has stopped and provide the total mileage swept up to that point the following morning. In the event a road rehabilitation or improvement project is under construction or will be under construction where cleaning is schedule, the portion of a cleanup cycle can be deleted from the appropriate Route List at the direction of the County. The section(s) of roads deleted may be re-entered at the first scheduled cycle following completion of the rehabilitation project. Prior to re-entering any such road into the cycle, a field inspection shall be made by County Personnel and the Contractor to determine what cleaning will be required. In no event will the sweeping contractor be allowed additional compensation by the County for initial cleaning or re-entered road following rehabilitation or construction.

VI. <u>Disposal of Debris</u>

Disposal of debris shall be the responsibility of the Contractor and in compliance with all rules and regulations in effect at the time of disposal. Debris may be temporarily stockpiled at the pre-approved locations listed in Exhibit IV, for a maximum of ten (10) days, for removal by the Contractor. Temporary stockpile locations elsewhere on County right-of-way will require advance approval by the County. Cost involved with the disposal of debris shall be included in the contract unit price(s), and no additional compensation will be made.

Stockpile locations will be approved by the County primarily based on the least impact to abutting property owners and the traveling public, and not necessary to facilitate the Contractor's operations.

VII. <u>Sweeping Requirements</u>

The Contractor will carry on his operation in such a manner that he does not damage the roadway, utilities, signs and delineators, or other structures. In the event damage occurs to highway property by reasons of sweeping operations, the Contractor shall replace or repair same at his own expense in like kind and as directed by the County. If damage caused by the Contractor has to be repaired or replaced by the County, the cost of such work shall be the responsibility of the Contractor. Sweeper shall be operated at a speed which produces optimum cleaning results. During sweeping operations, water shall

be used to control dust. The Contractor shall be responsible for obtaining the water required, with cost of the water being born by Contractor at no additional cost to the County. If water is obtained from Gwinnett County hydrants, the Contractor shall meet all permit and fee requirements, as directed by the Gwinnett County Department of Public Utilities, with no additional compensation being made. Vehicles that are parked in the sweeping area are to be swept around. The area occupied by a parked vehicle will be considered as work accomplished. The Contractor shall ensure that there will be no trails of dirt and dust left on the streets and no indication that the sweeper was present other than a clean street. Curbs, medians, centerlines, and intersections/super intersections for same road must be all swept within the same seven (7) day period (seven consecutive calendar days). The equipment operator shall maintain a log, listing the locations of roadways that cannot be adequately swept because of obstructions such as grass, ice, low hanging limbs or vehicles parked on County streets for extended periods of time. The Contractor shall report these locations to County's Director, within 48 hours. Deductions shall be made from the Contractor's payments for areas not swept due to obstructions that were not reported to County within the time allowed.

Completed work shall be clean and free of all accumulated debris immediately after sweeping as determined by the Maintenance Supervisor, regardless of the number of sweeping passes required to achieve the specified quality. Any deficiency in the Contractor's performance shall be reported to the Contractor within seventy-two (72) hours following completion of work, and such deficiencies shall be corrected by the Contractor no later than seventy-two (72) hours following receipt of such notice, at no additional cost the Gwinnett County. No other routes/cycles shall commence until the unsatisfactory results have been resolved. If the problem is not corrected, payment to the Contractor will not be made until condition is corrected in a satisfactory manner as set forth in the specifications.

The Contractor shall provide his (its) own equipment, labor, fuel, and any other materials necessary to complete the required work. The Contractor shall be responsible for the maintenance and repair of his (its) own equipment and availability, presence and supervision of his (its) employees. The Contractor is required to have a competent and experienced Supervisor/Foreman on duty at all times when work is being performed under this Contract.

VIII. Equipment Required

The Contractor's bid shall describe the sweeping equipment to be assigned to this project; include year, make and model. This information will be considered when the department evaluates bids. Equipment shall also be subject to inspection and approval prior to award of price agreement. Gwinnett County does <u>not</u> require a "shadow" or follow truck and two-way radio communication to follow the sweeper. Specifications of such equipment are as follows:

A. <u>Street Sweeper</u> – Sweepers used in the cleaning operation may be brush/vacuum, mechanical or regenerative air, or may be combination of types. All street sweepers shall have a minimum capacity of three (3) cubic yards and be equipped with adequate water systems for dust control. All sweepers shall be equipped with dual steering and dual brooms.

B. <u>Dump Trucks</u> – Depending upon the types of sweepers used the Contractor may require the use of one or more dump trucks. It is the Contractor's responsibility to provide these vehicles in the event his (its) cleaning equipment requires same. If sweeper exceeds legal width or height regulations, a permit must be obtained for an oversize vehicle and the appropriate signs displayed on the vehicle. The use of subcontractors to perform the sweeping operation will not be permitted. The use of subcontractors in the disposal of debris will be considered if submitted at the time of bid, and included in the Contractor's bid documents.

IX. <u>Traffic Control</u>

Sweeper truck shall be equipped with a revolving or strobe light. The revolving or strobe light shall be visible for a minimum of one mile, flash sixty (60) to ninety (90) times per minute, mounted for three hundred sixty degrees (360°) of visibility and equipped with an amber lens. Travel lane closures shall not be permitted under this contract. All equipment and personnel shall move in the same direction as

X. <u>Payment for Work</u>

Bids are to be submitted on the following basis in regards to original estimated quantities:

A. <u>Intersection and Super Intersection Cleaning</u> – To be bid at unit price per each cleaning of each type of intersection. Total annual cost for intersections shall be the unit price times the approximate annual quantity as stated on Bid Schedule. The same unit price will be paid regardless of the configuration (3 or 4 way) of the intersection.

B. <u>Curb Cleaning</u> – To be bid at unit price per curb-mile per cleaning. Total annual cost for curb cleaning shall be the unit price times the approximate annual quantity as stated on Bid Schedule.

C. <u>Center Turn Lanes</u> – To be bid at unit price per center-lane-mile (regardless of width) per cleaning. Total annual cost for center lane cleaning shall be the unit price times the approximate annual quantity as stated on Bid Schedule.

Payment for completed work will be made on the basis of a completed cycle invoice from the Contractor, and acceptance by the County's Inspector. A cycle is considered to be one complete cleaning of each of the designated intersection, curb, and center turn areas, and satisfactory disposal of the debris.

The County will notify the Contractor in writing of any deletion from, or additions to, the list of roads and intersections. Payment for each cycle will include adjustments for each deletion or addition, within the location limits stated in "Quantity and Location of Work" in the amount of the unit price for that item.

XI. Failure to Complete Work

It is essential to complete all cleaning cycles within the time limits submitted and approved in the work schedule.

Failure to completely clean the entire scheduled cycle will be treated as follows:

A. If work is incomplete due to elements beyond the contractor's control – the amount of payment to the Contractor will be determined by establishing the percentage of the cycle completed and pay the percentage of the price agreement cost to the Contractor, using the bid unit price.

B. If work is incomplete due to fault of Contractor – the County retains the right to withhold all payment for the cycle in question until the work is completed, and assess any late charges as provided for in the Standard Specifications of the Georgia Department of Transportation.

XII. <u>Pre-Approved Dump Sites</u>

- A. District 5 (Area "C" Maintenance Barn) 4114 Arcadia Industrial Circle Lilburn, at end of cul-de-sac
- B. District 2 (Area "B" Maintenance Barn)
 4181 Duluth Highway (S. R. 120), Duluth
 1000' south of Peachtree Industrial Boulevard
 Note: If one or both of these locations are utilized, the debris must be removed within 14 days.

North Section Curb Sweeping Roads

| | Street | From | То | Curb Miles |
|------|---------------------------|----------------------------------|----------------------------------|---------------|
| 1 | Spalding Dr | Sr 141 | Medlock Bridge Rd | 1.6 |
| 2 | East Jones Bridge Rd | Sr 141 | Jones Bridge Circle | 2.8 |
| 3** | Peachtree Corners Circle | Sr 141 | Sr 141 | 10.1 |
| 4 | Langford Rd | Medlock Bridge Rd | Us 23 | 1.5 |
| 5 | Medlock Bridge Rd | Peachtree Industrial Blvd | Langford Rd | 0.8 |
| 6** | Peachtree Industrial Blvd | 0.4' W South Old Peachtree Rd | River Mill Dr | 20.9 |
| 7** | Peachtree Industrial Blvd | River Mill Dr | Hall County Line | 9.5 |
| 8** | Pleasant Hill Rd | US 23 | Steve Reynolds Blvd | 1.6 |
| 9 | Pleasant Hill Rd | US 23 | Howell Ferry Rd | 8.4 |
| 10 | North Berkeley Lake Rd | Pleasant Hill Rd | Us 23 | 2.4 |
| 11 | Venture Dr | Pleasant Hill Rd | West Liddell Rd | 2.1 |
| 12 | Satellite Blvd | Smithtown Road | Sr 120 | 26.0 |
| 13 | Satellite Blvd | Sr 120 | 600' E Old Norcross Rd (E) | 3.2 |
| 14** | Satellite Blvd | 600' E Old Norcross Rd (E) | Old Norcross Rd (W) | 4.0 |
| 15 | Satellite Blvd | Old Norcross Rd (W) | Beaver Ruin Rd | 6.2 |
| 16** | Satellite Blvd | Smithtown Road | Sr 20 | 10.4 |
| 17 | Steve Reynolds Blvd | 400' N Satellite Blvd | Old Norcross Rd | 0.9 |
| 18** | Steve Reynolds Blvd | Old Norcross Rd | Pleasant Hill Rd | 1.1 |
| 19 | Brook Hollow Pkwy | Jimmy Carter Blvd | Indian Trail Rd | 4.2 |
| 20 | Mitchell Rd | Us 23 | Brook Hollow Pkwy | 2.9 |
| 21 | Sugarloaf Pkwy | Peachtree Industrial Blvd | Satellite Blvd | 6.2 |
| 22** | Boggs Rd | Old Norcross Rd | Sr 120 | 4.4 |
| 23** | Meadow Church Rd | SR 120 | Old Peachtree Rd | 4.2 |
| 24** | Buford Dam Rd | Island Ford Rd | South Waterworks Rd | 9.8 |
| 25 | Suwanee Dam Rd | Peachtree Industrial Blvd | Johnson Rd | 6.7 |
| 26 | Suwanee Dam Rd | Peachtree Industrial Blvd | Us 23 | 2.2 |
| 27 | Level Creek Rd | Suwanee Dam Rd | Oak Grove Dr | 3.8 |
| 28** | Old Peachtree Rd | 400' E Meadow Church Rd | Distribution Dr | 2.6 |
| 29 | Old Peachtree Rd | 400' E Meadow Church Rd | Parsons Ridge Lane | 2.8 |
| 30 | Old Peachtree Rd | Parsons Ridge Lane | Leaf Land Dr | 2.8 |
| 31** | Old Peachtree Rd | I-85 | Dean Rd | 3.2 |
| 32** | Mcginnis Ferry | Peachtree Industrial Blvd | Lawrenceville-Suwanee Rd | 14.2 |
| 33** | Woodard Crossing Blvd | Sr 20 | Mall Of Georgia Blvd | 2.6 |
| 34** | Mall Of Georgia Blvd | Sr 324 | Sr 20 | 5.5 |
| 35 | Mall Of Georgia Blvd | Sr 20 | Past Bridge | 0.9 |
| 36** | Hamilton Mill Rd | Sr 124 | Pucketts Mill Rd | 1.9 |
| 37** | Hamilton Mill Rd | US 23 | South Bogan Rd/North Bogan Rd | 5.7 |
| | | | Total | 200.10 |

**Denotes that total length includes sweeping along both sides of median wall or curb and bike paths

| | Street | From | То | Miles |
|----|-----------------------|----------------------------------|--------------------|-------|
| 1 | Boggs Rd | Old Norcross Rd | Sr 120 | 1.9 |
| 2 | Meadow Church Rd | SR 120 | Sugarloaf Pkwy | 0.7 |
| 3 | Hamilton Mill Rd | 185 | Pucketts Mill Rd | 0.6 |
| 4 | Pleasant Hill Rd | Old Norcross Rd | Fulton County line | 4.2 |
| 5 | Satellite Blvd | Steve Reynolds Blvd | Beaver Ruin Rd | 2.1 |
| 6 | Satellite Blvd | 600' E of Old Norcross Rd (E) | SR 120 | 1.6 |
| 7 | Steve Reynolds Blvd | 400' N of Satellite Blvd | Old Norcross Rd | 0.5 |
| 8 | Holcomb Bridge Rd | SR 141 | Jimmy Carter Blvd | 0.4 |
| 9 | Suwanee Dam Rd | Peachtree Industrial Blvd | Johnson Rd | 2.1 |
| 10 | Brook Hollow Pkwy | Jimmy Carter Blvd | Indian Trail Rd | 2.1 |
| 11 | North Berkley Lake Rd | US 23 | Pleasant Hill Rd | 1.2 |
| 12 | Venture Dr | Pleasant Hill Rd | West Liddell Rd | 0.7 |
| | | | Total | 18.10 |

North Section Center Lane Sweeping

North Section Intersection Sweeping

| | Street | Cross Street |
|---|---------------------------|------------------------------------|
| 1 | Peachtree Industrial Blvd | Howell Ferry Road |
| 2 | Peachtree Industrial Blvd | South Berkley Lake Rd |
| 3 | Meadow Church Rd | Old Peachtree Rd |
| 4 | Peachtree Corners Circle | Spalding Dr |
| 5 | Peachtree Corners Circle | Jay Bird Alley |
| 6 | Steve Reynolds Blvd | Old Norcross Rd |
| 7 | Satellite Blvd | West Liddell Rd |
| 8 | Medlock Bridge Rd | South Old Peachtree Rd/Spalding Dr |

| | Street | Cross Street |
|----|---------------------------|-------------------------------|
| 1 | Peachtree Industrial Blvd | North Berkley Lake Rd |
| 2 | Peachtree Industrial Blvd | Rodgers Bridge Rd |
| 3 | Peachtree Industrial Blvd | Eva Kennedy Rd |
| 4 | Peachtree Industrial Blvd | Suwanee Dam Rd |
| 5 | Peachtree Industrial Blvd | North Price Rd/West Price Rd |
| 6 | Peachtree Industrial Blvd | Spring Hill Dr |
| 7 | Peachtree Industrial Blvd | Little Mill Rd |
| 8 | Peachtree Industrial Blvd | Cole Rd |
| 9 | Peachtree Industrial Blvd | Shadburn Ferry Rd |
| 10 | Peachtree Industrial Blvd | South Waterworks Rd |
| 11 | Peachtree Industrial Blvd | Holcombe Bridge Rd |
| 12 | Peachtree Industrial Blvd | Medlock Bridge Rd |
| 13 | Peachtree Industrial Blvd | Pleasant Hill Rd |
| 14 | Pleasant Hill Rd | Steve Reynolds Blvd |
| 15 | Pleasant Hill Rd | Hill Dr/North Berkley Lake Rd |
| 16 | Pleasant Hill Rd | Old Norcross Rd |
| 17 | Pleasant Hill Rd | Satellite Blvd |
| 18 | Satellite Blvd | Sugarloaf Pkwy |
| 19 | McGinnis Ferry Rd | Satellite Blvd |
| 20 | McGinnis Ferry Rd | Peachtree Industrial Blvd |
| 21 | McGinnis Ferry Rd | Lawrenceville Suwanee Rd |
| 22 | Hamilton Mill Rd | Sardis Church Rd |
| 23 | Hamilton Mill Rd | SR 124 |
| 24 | Hamilton Mill Rd | US 23 |
| 25 | Sugarloaf Pkwy | Meadow Church Rd |
| 26 | Sugarloaf Pkwy | Old Peachtree Rd |

North Section Super Intersection Sweeping

South Section Curb Sweeping Roads

| | Street | From | То | Curb Miles |
|------|-----------------------------|--------------------------|-----------------------------|---------------|
| 1** | Annistown Rd | Sr 124 | North Deshong Rd | 11.8 |
| 2 | East Park Place Blvd | Rockbridge Rd | Rockbridge Rd | 1.6 |
| 3 | West Park Place Blvd | Rockbridge Rd | Rockbridge Rd | 2.0 |
| 4** | Rockbridge Rd | East Park Place Blvd | North Deshong Rd | 4.2 |
| 5 | Rockbridge Rd | Jimmy Carter Blvd | Old Town Place | 1.3 |
| 6** | Five Forks Trickum Rd | Oak Rd | Sugarloaf Pkwy | 2.5 |
| 7 | Five Forks Trickum Rd | Renee Dr | Rockbridge Rd | 8.5 |
| 8 | Indian Trail Rd | Beaver Ruin Rd | Oakbrook Pkwy | 1.6 |
| 9 | Indian Trail Rd | Dickens Rd | Us 29 | 2.8 |
| 10 | Dawson Blvd | Mcdonough Dr | Graves Rd | 2.3 |
| 11** | Jimmy Carter Blvd | Oakbrook Pkwy | Rockbridge Rd | 4.8 |
| 12 | Jimmy Carter Blvd | Rockbridge Rd | Dekalb County Line | 4.4 |
| 13 | Oakbrook Pkwy | Jimmy Carter Blvd | Indian Trail Rd | 5.0 |
| 14 | South Norcross Tucker Rd | Jimmy Carter Blvd | Dekalb County Line | 2.8 |
| 15 | Singleton Rd | Jimmy Carter Blvd | Indian Trail Rd | 5.6 |
| 16** | Steve Reynolds Blvd | Indian Trail Rd | Meadowcreek H.S. | 3.9 |
| 17 | Steve Reynolds Blvd | Meadowcreek H.S. | 400' S Club Dr | 3.4 |
| 18** | Steve Reynolds Blvd | 400' S Club Dr | 400' N Satellite Blvd | 4.7 |
| 19 | Shackleford Rd | Pleasant Hill Rd | Beaver Ruin Road | 4.3 |
| 20** | Club Dr | Pleasant Hill Rd | Steve Reynolds Blvd | 2.8 |
| 21** | Pleasant Hill Rd | Us 29 | Steve Reynolds Blvd | 18.7 |
| 22 | Old Norcross Rd | Satellite Blvd | Herrington Rd | 4.4 |
| 23** | Old Norcross Rd | Herrington Rd | Pike St | 14.7 |
| 24** | Sugarloaf Pkwy | Satellite Blvd | Sr 316 | 10.8 |
| 25 | Sugarloaf Pkwy | Sr 316 | Sr 20 | 26.4 |
| 26** | Old Peachtree Rd | Lawrenceville-Suwanee Rd | Northbrook Pkwy | 2.6 |
| 27** | Northbrook Pkwy | Old Peachtree Rd | Old Peachtree Rd | 3.4 |
| 28** | Lawrenceville-Suwanee Rd | Sr 120 | 1-85 | 20.0 |
| | Lawrenceville-Suwanee | | | 20.0 |
| 29 | Rd | Sr 120 | Sugarloaf Pkwy | 5.6 |
| 30** | Riverside Pkwy | Old Norcross Rd | Lawrenceville-Suwanee Rd | 10.8 |
| 31 | Lakes Pkwy | Sugarloaf Pkwy | Riverside Pkwy | 3.8 |
| 32 | Collins Hill Rd | Sr 316 | Old Peachtree Rd | 7.0 |
| 33 | Bethesda Church Rd | Us 29 | Park Entrance | 2.8 |
| 34 | Bethesda School Rd | Us 29 | Cruse Rd | 2.6 |
| 35 | Ronald Reagan Pkwy | Sr 124 | Pleasant Hill Rd | 14.4 |
| 36 | Tree Lane | Sr 124 | New Hampton Dr | 1.5 |
| 37 | Medical Way | Presidential Circle | Tree Lane | 0.3 |
| 38 | Presidential Circle | Ronald Reagan Pkwy | Sr 124 | 1.6 |
| 39 | Henry Clower Blvd | Us 78 | Us 78 | 3.2 |
| 40 | Lenora Church Rd | Sr 124 | 300' South Pate Rd | 7.2 |
| | | | Total | 242.10 |

**Denotes that total length includes sweeping along both sides of median wall or curb and bike paths

South Section Center Lane Sweeping

| | Street | From | То | Miles |
|----|--------------------------|----------------------|----------------------|-------|
| 1 | Annistown Rd | Deshong Dr | North Deshong Rd | .5 |
| 2 | East Park Place Blvd | Rockbridge Rd | Rockbridge Rd | .8 |
| 3 | West Park Place Blvd | Rockbridge Rd | Rockbridge Rd | 1.0 |
| 4 | Rockbridge Rd | East Park Place Blvd | West Park Place Blvd | 0.4 |
| 5 | Rockbridge Rd | Jimmy Carter Blvd | Old Town Place | 0.7 |
| 6 | Indian Trail Rd | Us 29 | Beaver Ruin Rd | 3.7 |
| 7 | Jimmy Carter Blvd | Rockbridge Rd | Dekalb County Line | 2.2 |
| 8 | Oakbrook Pkwy | Jimmy Carter Blvd | Indian Trail Rd | 1.8 |
| 9 | South Norcross Tucker Rd | Jimmy Carter Blvd | Dekalb County Liine | 1.4 |
| 10 | Singleton Rd | Jimmy Carter Blvd | Indian Trail Rd | 2.8 |
| 11 | Steve Reynolds Blvd | Meadowcreek H.S. | 400' S Club Dr | 1.7 |
| 12 | Shackleford Rd | Pleasant Hill Rd | Beaver Ruin Rd | 0.7 |
| 13 | Pleasant Hill Rd | Ronald Reagan Pkwy | Us 29 | 0.7 |
| 14 | Old Norcross Rd | Satellite Blvd | Herrington Rd | 2.2 |
| 15 | Northbrook Pkwy | Old Peachtree Rd | Old Peachtree Rd | 0.6 |
| 16 | Lakes Pkwy | Sugarloaf Parkway | Riverside Pkwy | 1.1 |
| 17 | Collins Hill Rd | Sr 316 | Old Peachtree Rd | 3.5 |
| | | | Total | 25.80 |

South Section Intersection Sweeping

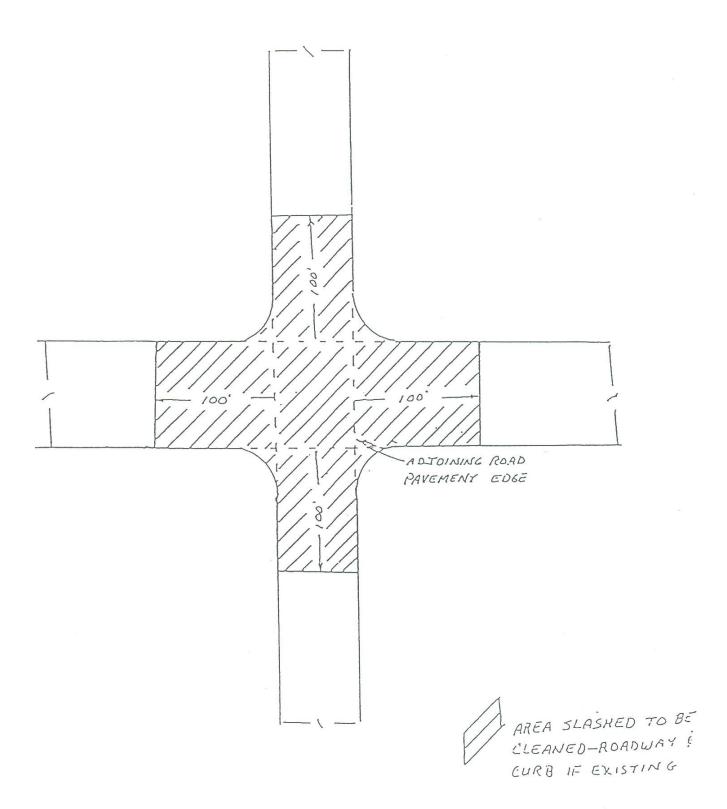
| | Street | Cross Street |
|----|-----------------------|------------------------------------|
| 1 | Annistown Rd | North Deshong Rd |
| 2 | Rockbridge Rd | East Park Place Blvd/Rockbridge Rd |
| 3 | Rockbridge Rd | West Park Place Blvd |
| 4 | Rockbridge Rd | Stone Drive |
| 5 | Jimmy Carter Blvd | Rockbridge Rd |
| 6 | Five Forks Trickum Rd | Sugarloaf Pkwy |
| 7 | Five Forks Trickum Rd | Pounds Rd/Garner Rd |
| 8 | Five Forks Trickum Rd | Killian Hill Rd |
| 9 | Rockbridge Rd | Five Forks Trickum Rd |
| 10 | Rockbridge Rd | Lilburn Stone Mountain Rd |
| 11 | Indian Trail Rd | Georgia Belle Court |
| 12 | Indian Trail Rd | Dickens Rd |
| 13 | Indian Trail Rd | Burns Rd |
| 14 | Jimmy Carter Blvd | Mcdonough Dr/Oakbrook Pkwy |
| 15 | Jimmy Carter Blvd | Britt Rd/Williams Rd |
| 16 | Singleton Rd | Harbins Rd |
| 17 | Pleasant Hill Rd | Ronald Reagan Pkwy |
| 18 | Pleasant Hill Rd | Venture Dr |
| 19 | Pleasant Hill Rd | Sweetwater Rd |
| 20 | Old Norcross Rd | Boggs Rd |

South Section Intersection Sweeping

| | Street | Cross Street |
|----|--------------------------|-------------------|
| 21 | Old Norcross Rd | Sweetwater Rd |
| 22 | Old Norcross Rd | Breckinridge Blvd |
| 23 | Old Norcross Rd | Cruse Rd |
| 24 | Lawrenceville-Suwanee Rd | Sr 120 |
| 25 | Collins Hill Rd | Russell Rd |
| 26 | Collins Hill Rd | Taylor Rd |
| 27 | Collins Hill Rd | Camp Perrin Rd |
| 28 | Lenora Church Rd | Henry Clower Blvd |
| 29 | Lenora Church Rd | Pate Rd |

| | South Section Super Intersection Sweeping | | | |
|----|---|---------------------------------------|--|--|
| | Street | Cross Street | | |
| 1 | Rockbridge Rd | West Park Place/East Park Place Blvd | | |
| 2 | Indian Trail Rd | Oakbrook Pkwy | | |
| 3 | Jimmy Carter Blvd | Dawson Blvd/Live Oak Pkwy | | |
| 4 | Jimmy Carter Blvd | Singleton Rd/South Norcross Tucker Rd | | |
| 5 | Steve Reynolds Blvd | Indian Trail Rd | | |
| 6 | Steve Reynolds Blvd | Club Dr | | |
| 7 | Steve Reynolds Blvd | Shackleford Rd | | |
| 8 | Pleasant Hill Rd | Breckinridge Blvd/Shackleford Rd | | |
| 9 | Pleasant Hill Rd | Crestwood Pkwy/Koger Blvd | | |
| 10 | Pleasant Hill Rd | Club Dr | | |
| 11 | Old Norcross Rd | Herrington Rd | | |
| 12 | Sugarloaf Pkwy | Sr 120 | | |
| 13 | Lawrenceville-Suwanee Rd | Horizon Dr/Old Peachtree Rd | | |

INTERSECTION DETAIL



| Item # | Approx. Annual Qty | Description | Unit Price | Total Price |
|--------|-----------------------|-----------------------------|------------|-------------|
| 1 | 1,240 miles | Curb sweeping | /mile | \$ |
| 2 | 98.40 miles | Center lane sweeping | /mile | \$ |
| 3 | 60 ea | Intersection sweeping | /each | \$ |
| 4 | 108 ea | Super intersection sweeping | /each | \$ |
| | | | BID TOTAL | \$ |

SOUTH SECTION

| Item # | Approx. Annual Qty | Description | Unit Price | Total Price |
|--------|-----------------------|-----------------------------|------------|-------------|
| 1 | 1,042.80 miles | Curb sweeping | /mile | \$ |
| 2 | 111.20 miles | Center lane sweeping | /mile | \$ |
| 3 | 104 ea | Intersection sweeping | /each | \$ |
| 4 | 56 ea | Super intersection sweeping | /each | \$ |
| | | | BID TOTAL | \$ |

Gwinnett County requires pricing to remain firm for the duration of the initial term of the contract. Failure to hold firm pricing for the initial term of the contract will be sufficient cause for Gwinnett County to declare bid nonresponsive. Contract to begin upon award.

Unless otherwise noted, quoted prices will remain firm for three (3) additional years.

If a percentage <u>decrease</u> will be a part of this bid, please note this in the space provided together with an explanation. Option 1:

Option 2:

Option 3:_____

If a percentage increase will be a part of this bid, please note this in the space provided together with an explanation. Option 1:

Option 2:

Option 3:

Company Name_____

Termination for Cause: The County may terminate this agreement for cause upon ten days prior written notice to the contractor of the contractor's default in the performance of any term of this agreement. Such termination shall be without prejudice to any of the County's rights or remedies by law.

Termination for Convenience: The County may terminate this agreement for its convenience at any time upon 30 days written notice to the contractor. In the event of the County's termination of this agreement for convenience, the contractor will be paid for those services actually performed. Partially completed performance of the agreement will be compensated based upon a signed statement of completion to be submitted by the contractor, which shall itemize each element of performance.

Certification Of Non-Collusion In Bid Preparation _

Signature

Date

In compliance with the attached specifications, the undersigned acknowledges all requirements outlined in the "Instructions to Bidders" and all documents referred to therein, if this bid is accepted by the Board of Commissioners within ninety (90) days of the date of proposal opening, to furnish any or all of the items upon which prices are quoted, at the price set opposite each item, delivered to the designated point(s) within the time specified in the fee schedule. By submission of this proposal, I understand that Gwinnett County uses Electronic Payments for remittance of goods and services. Vendors should select their preferred method of electronic payment upon notice of award. For more information on electronic payments, please refer to the <u>Electronic Payment</u> information in the instructions to bidders.

COMPANY NAME

FAILURE TO RETURN THIS PAGE AS PART OF BID DOCUMENT MAY RESULT IN REJECTION OF BID.

CONTRACTOR INFORMATION

The undersigned acknowledges receipt of the following addenda, listed by number and date appearing on each:

| Addendum No. | Date | Addendum | Date | |
|---|------------------------|-------------------------------|----------------------------|-----|
| | | | | |
| | | | | |
| | | | | |
| Legal Business Name (If your company is an LLC, yo submittal) | ou must identify all p | principals to include address | es and phone numbers in ye | our |
| Federal Tax ID | | | | |
| Complete Address | | | | |
| Does your company currently | have a location withi | n Gwinnett County? Yes 🗌 | No 🗌 | |
| Representative Signature | | | | |
| Printed Name | | | | |
| Telephone Number | | Fax Numb | oer | |
| E-mail address | | | | |

FAILURE TO RETURN THIS PAGE AS PART OF BID DOCUMENT MAY RESULT IN REJECTION OF BID.

REFERENCES

Gwinnett County requests a minimum of three, (3) references where work of a similar size and scope has been completed.

| 1. | COMPANY NAME | |
|----|------------------------------|-----------|
| | BRIEF DESCRIPTION OF PROJECT | |
| | COMPLETION DATE | |
| | CONTACT PERSON | |
| | TELEPHONE | FACSIMILE |
| | E-MAIL ADDRESS | |
| 2. | COMPANY NAME | |
| | BRIEF DESCRIPTION OF PROJECT | |
| | COMPLETION DATE | |
| | CONTACT PERSON | |
| | TELEPHONE | FACSIMILE |
| | E-MAIL ADDRESS | |
| 3. | | |
| | BRIEF DESCRIPTION OF PROJECT | |
| | | |
| | CONTACT PERSON | |
| | TELEPHONE | FACSIMILE |
| | E-MAIL ADDRESS | |
| | | |

COMPANY NAME_____

LIST OF SUBCONTRACTORS

I do _____, do not _____, propose to subcontract some of the work on this project. I propose to Subcontract work to the following subcontractors:

| NAME AND ADDRESS | TYPE OF WORK |
|------------------|--------------|
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COMPANY NAME

EQUIPMENT LIST

The following list describes the sweeping equipment I will be using during this project.

| Description | Manufacturer | Year | Make | Model |
|-------------|--------------|------|------|-------|
| | | | | |
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I understand this equipment shall be subject to inspection and approval prior to award of this price agreement.

COMPANY NAME_____

AUTHORIZED REPRESENTATIVE



75 Langley Drive | Lawrenceville, GA 30046-6935 (0) 770.822.8720 | (F) 770.822.8735 www.gwinnettcounty.com

BL020-20 Sweeping of Curbs and Intersections on an Annual Contract

Page 20

CONTRACTOR AFFIDAVIT AND AGREEMENT (THIS FORM SHOULD BE FULLY COMPLETED AND RETURNED WITH YOUR SUBMITTAL)

By executing this affidavit, the undersigned contractor verifies its compliance with The Illegal Reform Enhancements for 2013, stating affirmatively that the individual, firm, or corporation which is contracting with the Gwinnett County Board of Commissioners has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act, in accordance with the applicability provisions and deadlines established therein.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services or the performance of labor pursuant to this contract with the Gwinnett County Board of Commissioners, contractor will secure from such subcontractor(s) similar verification of compliance with the Illegal Immigration Reform and Enforcement Act on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the Gwinnett County Board of Commissioners at the time the subcontractor(s) is retained to perform such service.

| E-Verify * User Identification Number | Date Registered |
|---------------------------------------|-----------------|
| Legal Company Name | |
| Street Address | |

City/State/Zip Code

BY: Authorized Officer or Agent (Contractor Signature)

E-Verify * User Identification Number

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE DAY OF . 201 Date

For Gwinnett County Use Only: Document ID #_____

Issue Date:_____

Initials:

Notary Public My Commission Expires:

* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is "E-Verify" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).



75 Langley Drive | Lawrenceville, GA 30046-6935 (0) 770.822.8720 | (F) 770.822.8735 www.gwinnettcounty.com

BL034-16 Sweeping of Curbs and Intersections on an Annual Contract

Page 21

<u>CODE OF ETHICS AFFIDAVIT</u> (THIS FORM SHOULD BE FULLY COMPLETED AND RETURNED WITH YOUR SUBMITTAL AND WILL BE REQUIRED PRIOR TO EVALUATION)

In accordance with Section 54-33 of the Gwinnett County Code of Ordinances the undersigned bidder/proposer makes the following full and complete disclosure under oath, to the best of his/her knowledge, of the name(s) of all elected officials whom it employs or who have a direct or indirect pecuniary interest in or with the bidder/proposer, its affiliates or its subcontractors:

| 1 | | | | | |
|--|--|--|--|--|--|
| (Company Submitting Bid/Proposal) | | | | | |
| 2. (Please check 🗹 one box below) | | | | | |
| □ No information to disclose (complete only se | ection 4 below) | | | | |
| □ Disclosed information below (complete section 3 & section 4 below) | | | | | |
| 3. (if additional space is required, please attach list) | | | | | |
| Gwinnett County Elected Official Name | Gwinnett County Elected Official Name | | | | |
| Gwinnett County Elected Official Name | Gwinnett County Elected Official Name | | | | |
| 4. | Sworn to and subscribed before me this | | | | |
| BY: | day of, 20 | | | | |
| Authorized Officer or Agent Signature | | | | | |
| Printed Name of Authorized Officer or Agent | Notary Public | | | | |
| Title of Authorized Officer or Agent of Contractor | (seal) | | | | |

Note: See Gwinnett County Code of Ethics Ordinance EO2011, Sec. 54-33. The ordinance will be available to view in its' entirety at <u>www.gwinnettcounty.com</u>

STANDARD INSURANCE REQUIREMENTS

(For projects less than \$1,000,000)

- 1. Statutory Workers' Compensation Insurance
 - (a) Employers Liability:
 - ✓ Bodily Injury by Accident \$100,000 each accident
 - ✓ Bodily Injury by Disease \$500,000 policy limit
 - ✓ Bodily Injury by Disease \$100,000 each employee
- 2. Commercial General Liability Insurance
 - (a) \$500,000 limit of liability per occurrence for bodily injury and property damage
 - (b) The following additional coverage must apply:
 - ✓ 1986 (or later) ISO Commercial General Liability Form
 - ✓ Dedicated Limits per Project Site or Location (CG 25 03 or CG 25 04)
 - ✓ Additional Insured Endorsement (Form B CG 20 10 with a modification for completed operations or a separate endorsement covering Completed Operations)
 - ✓ Blanket Contractual Liability
 - ✓ Broad Form Property Damage
 - ✓ Severability of Interest
 - ✓ Underground, explosion, and collapse coverage
 - ✓ Personal Injury (deleting both contractual and employee exclusions)
 - ✓ Incidental Medical Malpractice
 - ✓ Hostile Fire Pollution Wording
- 3. Auto Liability Insurance

(a)

- (a) \$500,000 limit of liability per occurrence for bodily injury and property damage
- (b) Comprehensive form covering all owned, non-owned, leased, hired, and borrowed vehicles
- (c) Additional Insured Endorsement
- (d) Contractual Liability
- 4. Umbrella Liability Insurance \$1,000,000 limit of liability
 - The following additional coverage must apply
 - ✓ Additional Insured Endorsement
 - ✓ Concurrency of Effective Dates with Primary
 - ✓ Blanket Contractual Liability
 - ✓ Drop Down Feature
 - ✓ Care, Custody, and Control Follow Form Primary
 - ✓ Aggregates: Apply Where Applicable in Primary
 - ✓ Umbrella Policy must be as broad as the primary policy
- 5. Gwinnett County Board of Commissioners should be shown as an additional insured on General Liability, Auto Liability and Umbrella Liability policies.
- 6. The cancellation should provide 10 days notice for nonpayment and 30 days notice of cancellation.
- 7. Certificate Holder should read:

Gwinnett County Board of Commissioners 75 Langley Drive Lawrenceville, GA 30046-6935

8. Insurance Company, except Worker' Compensation carrier, must have an A.M. Best Rating of A-5 or higher. Certain Workers' Comp funds may be acceptable by the approval of the Insurance Unit.

European markets including those based in London and domestic surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that the contractor's broker/agent can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A-5 or better.

- 9. Insurance Company should be licensed to do business by the Georgia Department of Insurance.
- 10. Certificates of Insurance, and any subsequent renewals, must reference specific bid/contract by project name and project/bid number.
- 11. The Contractor shall agree to provide complete certified copies of current insurance policy (ies) or a certified letter from the insurance company (ies) if requested by the County to verify the compliance with these insurance requirements.
- 12. All insurance coverages required to be provided by the Contractor will be primary over any insurance program carried by the County.
- 13. Contractor shall incorporate a copy of the insurance requirements as herein provided in each and every subcontract with each and every Subcontractor in any tier, and shall require each and every Subcontractor of any tier to comply with all such requirements. Contractor agrees that if for any reason Subcontractor fails to procure and maintain insurance as required, all such required Insurance shall be procured and maintained by Contractor at Contractor's expense.
- 14. No Contractor or Subcontractor shall commence any work of any kind under this Contract until all insurance requirements contained in this Contract have been complied with and until evidence of such compliance satisfactory to Gwinnett County as to form and content has been filed with Gwinnett County. The Acord Certificate of Insurance or a preapproved substitute is the required form in all cases where reference is made to a Certificate of Insurance or an approved substitute.
- 15. The Contractor shall agree to waive all rights of subrogation against the County, the Board of Commissioners, its officers, officials, employees, and volunteers from losses arising from work performed by the contractor for the County.
- 16. Special Form Contractors' Equipment and Contents Insurance covering owned, used, and leased equipment, tools, supplies, and contents required to perform the services called for in the Contract. The coverage must be on a replacement cost basis. The County will be included as a Loss Payee in this coverage for County owned equipment, tools, supplies, and contents.
- 17. The Contractor shall make available to the County, through its records or records of their insurer, information regarding a specific claim related to any County project. Any loss run information available from the contractor or their insurer relating to a County project will be made available to the County upon their request.
- 18. Compliance by the Contractor and all subcontractors with the foregoing requirements as to carrying insurance shall not relieve the Contractor and all Subcontractors of their liability provisions of the Contract.
- 19. The Contractor and all Subcontractors are to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, and any other laws that may apply to this Contract.
- 20. The Contractor shall at a minimum apply risk management practices accepted by the contractors' industry.

FAILURE TO RETURN THIS PAGE MAY RESULT IN REMOVAL OF YOUR COMPANY FROM COMMODITY LISTING.

BL036-20

Buyer Initials: CD

IF YOU DESIRE TO SUBMIT A "NO BID" IN RESPONSE TO THIS PACKAGE, PLEASE INDICATE BY CHECKING ONE OR MORE OF THE REASONS LISTED BELOW AND EXPLAIN.

- ____ Do not offer this product or service; remove us from your bidder's list for this item only.
- ____ Specifications too "tight"; geared toward one brand or manufacturer only.
- ____ Specifications are unclear.
- ____ Unable to meet specifications
- ____ Unable to meet bond requirements
- ____ Unable to meet insurance requirements
- ____ Our schedule would not permit us to perform.
- ____ Insufficient time to respond.
- ____ Other

COMPANY NAME _____

AUTHORIZED REPRESENTATIVE

SIGNATURE

ATTENTION

FAILURE TO RETURN THE FOLLOWING DOCUMENTS MAY RESULT IN BID BEING DEEMED NON-RESPONSIVE AND AUTOMATIC REJECTION:

- 1. FAILURE TO USE COUNTY BID SCHEDULE.
- 2. FAILURE TO RETURN APPLICABLE COMPLIANCE SHEETS/SPECIFICATION SHEETS.
- 3. FAILURE TO RETURN APPLICABLE ADDENDA.
- 4. FAILURE TO PROVIDE INFORMATION ON ALTERNATES OR EQUIVALENTS.
- 5. THE COUNTY SHALL BE THE SOLE DETERMINANT OF TECHNICALITY VS. NON-RESPONSIVE BID.
- 6. FAILURE TO PROVIDE BID BOND, <u>WHEN REQUIRED</u>, WILL RESULT IN BID BEING DEEMED NON-RESPONSIVE AND AUTOMATIC REJECTION. <u>BID BONDS ARE NOT REQUIRED ON ALL BIDS</u>. BOND REQUIREMENTS ARE CLEARLY STATED ON THE INVITATION TO BID. IF YOU NEED CLARIFICATION, CONTACT THE PURCHASING ASSOCIATE. **IF BONDS ARE REQUIRED, FORMS WILL BE PROVIDED IN THIS BID DOCUMENT.**
- 7. FAILURE TO PROVIDE CONTRACTOR AFFIDAVIT AND AGREEMENT, WHEN REQUIRED, MAY RESULT IN BID BEING DEEMED NON-RESPONSIVE AND AUTOMATIC REJECTION. CONTRACTOR AFFIDAVIT AND AGREEMENT IS NOT REQUIRED ON ALL BIDS. IF YOU NEED CLARIFICATION, CONTACT THE PURCHASING ASSOCIATE.

GWINNETT COUNTY DEPARTMENT OF FINANCIAL SERVICES – PURCHASING DIVISION GENERAL INSTRUCTIONS FOR BIDDERS, TERMS AND CONDITIONS

I. PREPARATION OF BIDS

- A. Each bidder shall examine the drawings, specifications, schedule and all instructions. Failure to do so will be at the bidder's risk, as the bidder will be held accountable for their bid response.
- B. Each bidder shall furnish all information required by the bid form or document. Each bidder shall sign the bid and print or type his or her name on the schedule. The person signing the bid must initial erasures or other changes. An authorized agent of the company must sign bids.
- C. Individuals, firms and businesses seeking an award of a Gwinnett County contract may not initiate or continue any verbal or written communications regarding a solicitation with any County officer, elected official, employee or other County representative without permission of the Purchasing Associate named in the solicitation between the date of the issuance of the solicitation and the date of the final contract award by the Board of Commissioners. Violations will be reviewed by the Purchasing Director. If determined that such communication has compromised the competitive process, the offer submitted by the individual, firm or business may be disqualified from consideration for award.
- D. Sample contracts (if pertinent) are attached. These do NOT have to be filled out with the bid/proposal submittal, but are contained for informational purposes only. If awarded, the successful bidder(s) will be required to complete them prior to contract execution.
- **E.** Effective, July 1, 2013 and in accordance with the Georgia Illegal Reform and Enforcement, an original signed, notarized and fully completed Contractor Affidavit and Agreement should be included with your bid/proposal submittal, if the solicitation is for the physical performance of services for all labor or service contract(s) that exceed \$2,499.99 (except for services performed by an individual who is licensed pursuant to Title 26, Title 43, or the State Bar of Georgia). Failure to provide the Contractor Affidavit and Agreement with your bid/proposal submittal may result in bid/proposal being deemed non-responsive and automatic rejection.

II. DELIVERY

- A. Each bidder should state time of proposed delivery of goods or services.
- B. Words such as "immediate," "as soon as possible," etc. shall not be used. The known earliest date or the minimum number of calendar days required after receipt of order (delivery A.R.O.) shall be stated (if calendar days are used, include Saturday, Sunday and holidays in the number).

III. EXPLANATION TO BIDDERS

Any explanation desired by a bidder regarding the meaning or interpretation of the invitation for bids, drawings, specifications, etc. must be requested by the question cutoff deadline stated in the solicitation in order for a reply to reach all bidders before the close of bid. Any information given to a prospective bidder concerning an invitation for bid will be furnished to all prospective bidders as an addendum to the invitation if such information is necessary or if the lack of such information would be prejudicial to uninformed bidders. The written bid documents supersede any verbal or written communications between parties. Receipt of addendum should be acknowledged in the bid. It is the bidder's responsibility to ensure that they have all applicable addenda prior to bid submittal. This may be accomplished via contact with the assigned Procurement Agent prior to bid submittal.

IV. SUBMISSION OF BIDS

- A. Bids shall be enclosed in sealed envelopes, addressed to the Gwinnett County Purchasing Office with the name of the bidder, the date and hour of opening and the invitation to bid number on the face of the envelope. Telegraphic/faxed bids will not be considered. Any addenda should be enclosed in the sealed envelopes as well.
- B. ADD/DEDUCT: Add or deduct amounts indicated on the outside of the envelope are allowed and will be applied to the lump sum amount. Amount shall be clearly stated and should be initialed by an authorized company representative.
- C. Samples of items, when required, must be submitted within the time specified and, unless otherwise specified by the County, at no expense to the County. Unless otherwise specified, samples will be returned at the bidder's request and expense if items are not destroyed by testing.
- D. Items offered must meet required specifications and must be of a quality, which will adequately serve the use and purpose for which intended.
- E. Full identification of each item bid upon, including brand name, model, catalog number, etc. must be furnished to identify exactly what the bidder is offering. Manufacturer's literature may be furnished.
- F. The bidder must certify that items to be furnished are new and that the quality has not deteriorated so as to impair its usefulness.
- G. Unsigned bids will not be considered except in cases where bid is enclosed with other documents, which have been signed. The County will determine this.
- H. Gwinnett County is exempt from federal excise tax and Georgia sales tax with regard to goods and services purchased directly by Gwinnett County. Suppliers and contractors are responsible for federal excise tax and sales tax, including taxes for materials incorporated in county construction projects. Suppliers and contractors should contact the State of Georgia Sales Tax Division for additional information.
- I. Information submitted by a bidder in the bidding process shall be subject to disclosure after the public opening in accordance with the Georgia Open Records Act.

V. WITHDRAWAL OF BID DUE TO ERRORS

The bidder shall give notice in writing of his claim of right to withdraw his bid without penalty due to an error within two (2) business days after the conclusion of the bid opening procedure. Bids may be withdrawn from consideration if the price was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of the bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and material used in the preparation of the bid sought to be withdrawn. The bidder's original work papers shall be the sole acceptable evidence of error and mistake if he elects to withdraw his bid. If a bid is withdrawn under the authority of this provision, the lowest remaining responsive bid shall be deemed to be low bid.

No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted. Supplier has up to forty-eight (48) hours to notify the Gwinnett County Purchasing Office of an obvious clerical error made in calculation of bid in order to withdraw a bid after bid opening. Withdrawal of bid for this reason must be done in writing within the forty-eight (48) hour period. Suppliers who fail to request withdrawal of bid by the required forty-eight (48) hours shall automatically forfeit bid bond. Bid may not be withdrawn otherwise.

Bid withdrawal is not automatically granted and will be allowed solely at Gwinnett County's discretion.

VI. TESTING AND INSPECTION

Since tests may require several days for completion, the County reserves the right to use a portion of any supplies before the results of the tests are determined. Cost of inspections and tests of any item, which fails to meet the specifications, shall be borne by the bidder.

VII. F.O.B. POINT

Unless otherwise stated in the invitation to bid and any resulting contract, or unless qualified by the bidder, items shall be shipped F.O.B. Destination. The seller shall retain title for the risk of transportation, including the filing for loss or damages. The invoice covering the items is not payable until items are delivered and the contract of carriage has been completed. Unless the F.O.B. clause states otherwise, the seller assumes transportation and related charges either by payment or allowance.

VIII. PATENT INDEMNITY

The contractor guarantees to hold the County, its agents, officers or employees harmless from liability of any nature or kind for use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, for which the contractor is not the patentee, assignee or licensee.

IX. BID BONDS AND PAYMENT AND PERFORMANCE BONDS

(IF REQUIRED, FORMS WILL BE PROVIDED IN THIS DOCUMENT)

A five percent (5%) bid bond, a one hundred percent (100%) performance bond, and a one hundred percent (100%) payment bond must be furnished to Gwinnett County for any bid as required in bid package or document. Failure to submit a bid bond with the proper rating will result in the bid being deemed non-responsive. Bonding company must be authorized to do business in Georgia by the Georgia Insurance Commission, listed in the Department of the Treasury's publication of companies holding certificates of authority as acceptable surety on Federal bonds and as acceptable reinsuring companies, and have an A.M. Best rating as stated in the insurance requirement of the solicitation. The bid bond, payment bond, and performance bond must have the proper an A.M. Best rating as stated in the bid when required in the bid package or document.

X. DISCOUNTS

- A. Time payment discounts will be considered in arriving at net prices and in award of bids. Offers of discounts for payment within ten (10) days following the end of the month are preferred.
- B. In connection with any discount offered, time will be computed from the date of delivery and acceptance at destination, or from the date correct invoice or voucher is received, whichever is the later date. Payment is deemed to be made for the purpose of earning the discount, on the date of the County check.

XI. AWARD

A. Award will be made to the lowest responsive and responsible bidder. The quality of the articles to be supplied, their conformity with the specifications, their suitability to the requirements of the County, and the delivery terms will be taken into consideration in making the award. The County may make such investigations as it deems necessary to determine the ability of the bidder to perform, and the

bidder shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any bid if the evidence submitted by, or investigation of such bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract.

- B. The County reserves the right to reject or accept any or all bids and to waive technicalities, informalities and minor irregularities in bids received.
- C. The County reserves the right to make an award as deemed in its best interest, which may include awarding a bid to a single bidder or multiple bidders; or to award the whole bid, only part of the bid, or none of the bid to single or multiple bidders, based on its sole discretion of its best interest.

XII. DELIVERY FAILURES

Failure of a contractor to deliver within the time specified or within reasonable time as interpreted by the Purchasing Director, or failure to make replacement of rejected articles/services when so requested, immediately or as directed by the Purchasing Director, shall constitute authority for the Purchasing Director to purchase in the open market articles/services of comparable grade to replace the articles/services rejected or not delivered. On all such purchases, the contractor shall reimburse the County within a reasonable time specified by the Purchasing Director for any expense incurred in excess of contract prices, or the County shall have the right to deduct such amount from monies owed the defaulting contractor. Alternatively, the County may penalize the contractor one percent (1%) per day for a period of up to ten (10) days for each day that delivery or replacement is late. Should public necessity demand it, the County reserves the right to use or consume articles delivered which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Director.

XIII. COUNTY FURNISHED PROPERTY

No material, labor or facilities will be furnished by the County unless so provided in the invitation to bid.

XIV. REJECTION AND WITHDRAWAL OF BIDS

Failure to observe any of the instructions or conditions in this invitation to bid may constitute grounds for rejection of bid.

XVII. CONTRACT

Each bid is received with the understanding that the acceptance in writing by the County of the offer to furnish any or all of the commodities or services described therein shall constitute a contract between the bidder and the County which shall bind the bidder on his part to furnish and deliver the articles quoted at the prices stated in accordance with the conditions of said accepted bid. The County, on its part, may order from such contractor, except for cause beyond reasonable control, and to pay for, at the agreed prices, all articles specified and delivered.

Upon receipt of a bid package containing a Gwinnett County "Sample Contract" as part of the requirements, it is understood that the bidder has reviewed the documents with the understanding that Gwinnett County requires that all agreements between the parties must be entered into via this document. If any exceptions are taken to any part, each must be stated in detail and submitted as part of the bid. If no exceptions are stated, it is assumed that the bidder fully agrees to the provisions contained in the "Sample Contract" in its entirety.

When the contractor has performed in accordance with the provisions of this agreement, Gwinnett County shall pay to the contractor, within thirty (30) days of receipt of any department approved payment request and based upon work completed or service provided pursuant to the contract, the sum so requested, less the retainage stated in this agreement, if any. In the event that Gwinnett County fails to pay the contractor within sixty (60) days of receipt of a pay requested based upon work completed or service provided pursuant to the contract, the County shall pay the contractor interest at the rate of $\frac{1}{2}$ % per month or pro rata fraction thereof, beginning the sixty-first (61st) day following receipt of pay requests. The contractor's acceptance of progress payments or final payment shall release all claims for interest on said payment.

XVI. NON-COLLUSION

Bidder declares that the bid is not made in connection with any other bidder submitting a bid for the same commodity or commodities, and that the bid is bona fide and is in all respects fair and without collusion or fraud. An affidavit of non-collusion shall be executed by each bidder. Collusion and fraud in bid preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

XVII. DEFAULT

The contract may be canceled or annulled by the Purchasing Director in whole or in part by written notice of default to the contractor upon non-performance or violation of contract terms. An award may be made to the next low responsive and responsible bidder, or articles specified may be purchased on the open market similar to those so terminated. In either event, the defaulting contractor (or his surety) shall be liable to the County for costs to the County in excess of the defaulted contract prices; provided, however, that the contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause. Failure of the contractor to deliver materials or services within the time stipulated on his bid, unless extended in writing by the Purchasing Director, shall constitute contract default.

XVIII. TERMINATION FOR CAUSE

The County may terminate this agreement for cause upon ten days prior written notice to the contractor of the contractor's default in the performance of any term of this agreement. Such termination shall be without prejudice to any of the County's rights or remedies by law.

XIX. TERMINATION FOR CONVENIENCE

The County may terminate this agreement for its convenience at any time upon 30 days written notice to the contractor. In the event of the County's termination of this agreement for convenience, the contractor will be paid for those services actually performed. Partially completed performance of the agreement will be compensated based upon a signed statement of completion to be submitted by the contractor, which shall itemize each element of performance.

XX. DISPUTES

Except as otherwise provided in the contract documents, any dispute concerning a question of fact arising under the contract which is not disposed of shall be decided after a hearing by the Purchasing Director, who shall reduce his/her decision to writing and mail or otherwise furnish a copy thereof to the contractor. The decision of the procurement agent shall be final and binding; however, the contractor shall have the right to appeal said decision to a court of competent jurisdiction.

XXI. SUBSTITUTIONS

Bidders offering and quoting on substitutions or who are deviating from the attached specifications shall list such deviations on a separate sheet to be submitted with their bid. The absence of such a substitution list shall indicate that the bidder has taken no exception to the specifications contained herein.

XXII. INELIGIBLE BIDDERS

The County may choose not to accept the bid of a bidder who is in default on the payment of taxes, licenses or other monies due to the County. Failure to respond to three (3) consecutive times for any given commodity/service may result in removal from the supplier list under that commodity/service.

XXIII. OCCUPATION TAX CERTIFICATE

Each successful bidder shall provide evidence of a valid Gwinnett County occupation tax certificate if the bidder maintains an office within the unincorporated area of Gwinnett County. Incorporated, out of County, and out of State bidders are required to provide evidence of a certificate to do business in any town, County or municipality in the State of Georgia, or as otherwise required by County ordinance or resolution.

XXIV. PURCHASING POLICY AND REVIEW COMMITTEE

The Purchasing Policy and Review Committee has been established to review purchasing procedures and make recommendations for changes; resolve problems regarding the purchasing process; make recommendations for standardization of commodities, schedule buying, qualified products list, annual contracts, supplier performance (Ineligible Source List), and other problems or requirements related to Purchasing. The Purchasing Policy & Review Committee has authority to place suppliers and contractors on the Ineligible Source List for reasons listed in Part 6, Section II of the Gwinnett County Purchasing Ordinance.

XXV. AMERICANS WITH DISABILITIES ACT

All contractors for Gwinnett County are required to comply with all applicable sections of the Americans with Disabilities Act (ADA) as an equal opportunity employer. In compliance with the Americans with Disabilities Act (ADA), Gwinnett County provides reasonable accommodations to permit a qualified applicant with a disability to enjoy the privileges of employment equal to those employees with disabilities. Disabled individuals must satisfy job requirements for education background, employment experience, and must be able to perform those tasks that are essential to the job with or without reasonable accommodations. Any requests for the reasonable accommodations required by individuals to fully participate in any open meeting, program or activity of Gwinnett County should be directed to Michael Plonowski, Human Relations Coordinator, 75 Langley Drive, Lawrenceville, Georgia 30046, 770-822-8015.

XXVI. ALTERATIONS OF SOLICITATION AND ASSOCIATED DOCUMENTS

Alterations of County documents are strictly prohibited and will result in automatic disqualification of the firm's solicitation response. If there are "exceptions" or comments to any of the solicitation requirements or other language, then the firm may make notes to those areas, but may not materially alter any document language.

XXVII. TAX LIABILITY

Local and state governmental entities must notify contractors of their use tax liability on public works projects. Under Georgia law, private contractors are responsible for paying a use tax equal to the sales tax rate on material and equipment purchased under a governmental exemption that is incorporated into a government construction project: excluding material and equipment provided for the installation, repair, or expansion of a public water, gas or sewer system when the property is installed for general distribution purposes. To the extent the tangible personal property maintains its character (for example the installation of a kitchen stove), it remains tax-exempt. However, if the installation incorporates the tangible personal property into realty, e.g., the installation of sheetrock, it becomes taxable to the private contractor. See O.C.G.A. 48-8-3(2) and O.C.G.A. 48-8-63

XVIII. STATE LAW REGARDING WORKER VERIFICATION

Effective July 1, 2013 State Law requires that all who enter into a contract for the physical performance of services for all labor or service contract(s) that exceed \$2,499.99 (except for services performed by an individual who is licensed pursuant to Title 26, Title 43, or the State Bar of Georgia) for the County, must satisfy the Illegal Immigration Reform and Enforcement Act, in all manner, and such are conditions of the contract.

The Purchasing Division Director with the assistance of the Performance Analysis Division shall be authorized to conduct random audits of a contractor's or subcontractors' compliance with the Illegal Immigration Reform and Enforcement Act and the rules and regulations of the Georgia Department of Labor. The contractor and subcontractors shall retain all documents and records of its compliance for a period of five (5) years following completion of the contract. This requirement shall apply to all contracts for all labor or service contracts that exceed \$2,499.99 except for services performed by an individual who is licensed pursuant to Title 26, Title 43, or the State Bar of Georgia.

Whenever it appears that a contractor's or subcontractor's records are not sufficient to verify the work eligibility of any individual in the employ of such contractor or subcontractor, the Purchasing Director shall report same to the Department of Homeland Security and may result in termination of the contract if it is determined at any time during the work that the contractor/or subcontractor is no longer in compliance with the Illegal Immigration Reform and Enforcement Act. State Law requires that all who enter into a contract for public works as defined by O.C.G.A. 36-91-2(10) for the County must satisfy the Illegal Immigration Reform and Enforcement Act of 2011, in all manner, and such are conditions of the contract. By submitting a bid to the County, contractor agrees that, in the event the contractor employs or contracts with any subcontractor(s) in connection with the covered contract, the contractor will secure from the subcontractor(s) such subcontractor(s') indication of the employee-number category applicable to the subcontractor, as well as attestation(s) from such subcontractor(s) that they are in compliance with the Illegal Immigration Reform and Enforcement Act of 2011. Original signed, notarized Subcontractor Affidavits and Agreements must be submitted to the County.

The Purchasing Division Director with the assistance of the Performance Analysis Division shall be authorized to conduct random audits of a contractor's or subcontractors' compliance with the Illegal Immigration Reform and Enforcement Act of 2011 and the rules and regulations of the Georgia Department of Labor. The contractor and subcontractors shall retain all documents and records of its compliance for a period of three (3) years following completion of the contract. This requirement shall apply to all contracts for the public works as defined by O.C.G.A. 36-91-2(10) where any persons are employed on the County contract.

Whenever it appears that a contractor's or subcontractor's records are not sufficient to verify the work eligibility of any individual in the employ of such contractor or subcontractor, the Purchasing Director shall report same to the Department of Homeland Security.

A contractor's failure to participate in the federal work authorization program as defined by the Illegal Immigration Reform and Enforcement Act of 2011 shall be sanctioned by termination of the contract. If it is determined that a subcontractor is not participating in the federal work authorization program as defined by the Illegal Immigration Reform and Enforcement Act of 2011, Gwinnett County may direct the contractor to terminate that subcontractor. A contractor's failure to follow Gwinnett County's instruction to terminate a subcontractor that is not participating in the federal work authorization program as defined by the Illegal Immigration Reform and Enforcement Act of 2011 work authorization program as defined by the Illegal Immigration Reform and Enforcement Act of 2011 may be sanctioned by termination of the contract.

XXIX. SOLID WASTE ORDINANCE

No individual, partnership, corporation or other entity shall engage in solid waste handling except in such a manner as to conform to and comply with the current Gwinnett County Solid Waste Ordinance and all other applicable local, state and federal legislation, rules, regulation and orders.

XXX. GENERAL CONTRACTORS LICENSE

Effective July 1, 2008: All General Contractors must have a current valid license from the State Licensing Board for Residential and General Contractors, unless specifically exempted from holding such license pursuant to Georgia law (O.C.G.A. Section 43-41-17).

XXXI. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall, at his sole cost and expense, indemnify, defend, satisfy all judgments, and hold harmless the County, the engineer, and their agents and employees from and against all claims, damages, actions, judgments, costs, penalties, liabilities, losses and expenses, including, but not limited to, attorney's fees arising out of or resulting from the performance of the work, provided that any such claim, damage, action, judgment, cost, penalty, liability, loss or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless whether such claim is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or otherwise reduce any of the rights or obligations of indemnity which would otherwise exist as to any party or person described in this agreement. In any and all claims against the County, the engineer, or any of their agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose

acts any of them may be liable, the indemnification obligation contained herein shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under Worker's Compensation Acts, disability benefit acts, or other employee benefit acts.

XXXII. CODE OF ETHICS:

"Proposer/Bidder" shall disclose under oath the name of all elected officials whom it employs or who have a direct or indirect pecuniary interest in the business entity, its affiliates, or its subcontractors. The "Proposer/Bidder" shall execute a Code of Ethics affidavit. Failure to submit the affidavit during the bid or proposal process shall render the bid or proposal non-responsive.

The act of submitting false information or omitting material information shall be referred to the Purchasing Policy & Review Committee for action pursuant to the Purchasing Ordinance or to the District Attorney for possible criminal prosecution.

Any business entity holding a contract with Gwinnett County that subsequent to execution of the contract or issuance of the purchase order employs, subcontracts with, or transfers a direct or indirect pecuniary interest in the business entity to an elected official shall within five (5) days disclose such fact in writing under oath to the Clerk of the Board of Commissioners. Failure to comply shall be referred to the Purchasing Policy & Review Committee for action pursuant to the Purchasing Ordinance or to the District Attorney for possible criminal prosecution.

Note: See Gwinnett County Code of Ethics Ordinance EO2011, Sec. 60-33. The ordinance will be available to view in its entirety at <u>www.gwinnettcounty.com</u>.

XXXIII. PENDING LITIGATION:

A bid submitted by an individual, firm or business who has litigation pending against the County, or anyone representing a firm or business in litigation against the County, not arising out of the procurement process, will be disqualified.

XXXIV. ELECTRONIC PAYMENT

Vendors accepting procurements should select one of Gwinnett County's electronic payment options.

- A. A vendor may select ePayables payment process which allows acceptance of Gwinnett County's virtual credit card as payment for outstanding invoices. The authorized vendor representative must send an email to: <u>vendorelectronicpayment@gwinnettcounty.com</u> and indicate the desire to enroll in Gwinnett County's virtual credit card payment process.
- B. A vendor may select Direct Deposit payment process and the payment will be deposited directly into an account at their designated financial institution. To securely enroll in Direct Deposit, either access your online <u>Vendor Login and Registration</u> on the County's web site and update the requested information on the Direct Deposit tab or mail a Direct Deposit Authorization Agreement form. The County will send a Payment Advice notification via email for both payment types. For more information about Electronic Payments, please go to the Treasury Division page on the County's Web Site or click here -> <u>Gwinnett County Electronic Payments</u>.

DIRECTIONS TO GJAC BUILDING FROM I-85

Take I-85 to Georgia Highway 316 (Lawrenceville/Athens exit). Exit Highway 120 (Lawrenceville/Duluth exit) and turn right. At sixth traffic light, turn right onto Langley Drive. Cross Highway 29 through the traffic light and cross at the 4-way stop sign. The public parking lot is on the left and the Purchasing Division is located in the Administrative Wing.



GWINNETT COUNTY DEPARTMENT OF FINANCIAL SERVICES PURCHASING DIVISION

75 Langley Drive | Lawrenceville, GA 30046-6935 (0) 770.822.8720 | (F) 770.822.8735 www.gwinnettcounty.com

April 6, 2020

ATTACHMENT 2

ADDENDUM #1 BL036-20 Sweeping of Curbs and Intersections on an Annual Contract

The bid due date has been extended. **Bids will be received until 2:50 P.M. local time on April 9, 2020** at the Gwinnett County Purchasing Division, 75 Langley Drive, Lawrenceville, Georgia 30046.

ADD THE FOLLOWING PARAGRAPHS: The County's mail room has reduced their hours in response to COVID-19. Any mail received after 12:00 P.M. may not be processed until the following business day. Any bidders mailing in their bids must ensure that it arrives prior to 12:00 P.M. on Wednesday, April 8, 2020, or it may not be delivered to Purchasing's Office in time for the 2:50 P.M. Thursday, April 9, 2020 deadline and will not be accepted. It is the responsibility of the bidder to ensure bids are delivered on time. It is recommended that all bids be mailed in rather than be hand delivered.

The Department of Financial Services lobby/front desk area is currently closed. At this time on bid opening days, the door will be open for a brief time prior to the 2:50 P.M. deadline to allow hand-delivered bids. Deputies will measure the temperature of each person who enters the building using a no-touch infrared thermometer. If the temperature measures 100.4 degrees Fahrenheit or above, the person will not be permitted to enter the building. Any bidders that choose to hand deliver bids and wish to attend the opening will be required to stand six (6) feet away from other attendees to remain in compliance with CDC recommendations. The number of people permitted to be in the room will be limited to space available and shall not exceed ten (10) people.

As always, responses will be posted that afternoon or the following business day on the County's website, www.gwinnettcounty.com.

Thank You

Chris Duncan, CPPB Purchasing Associate III

Company Name

Authorized Representative

Sweeping of Curbs and Intersections on an Annual Contract

| Department of Transportation ATTACHMENT 3 | | | held pricing firm | | |
|--|---|-------------|-------------------|-----------------------------|----------------|
| Renewal November 17, 2023 - November 16, 2024 | | | | Pateco Services, LLC (L) | |
| ITEM # | DESCRIPTION | APPROX. QTY | | UNIT PRICE | TOTAL PRICE |
| SECTIO | N A - North | | | | |
| 1 | Curb Sweeping | 1,240 | Miles | \$42.00 | \$52,080.00 |
| 2 | Center Lane Sweeping | 98.4 | Mlles | \$42.00 | \$4,132.80 |
| 3 | Intersection Sweeping | 60 | Each | \$42.00 | \$2,520.00 |
| 4 | Super Intersection Sweeping | 108 | Each | \$42.00 | \$4,536.00 |
| | | \$63,268.80 | | | |
| SECTIO | SECTION B - South | | | | |
| 1 | Curb Sweeping | 1,042.80 | Miles | \$42.00 | \$43,797.60 |
| 2 | Center Lane Sweeping | 111.2 | Each | \$42.00 | \$4,670.40 |
| 3 | Intersection Sweeping | 104 | Each | \$42.00 | \$4,368.00 |
| 4 | Super Intersection Sweeping | 56 | Each | \$42.00 | \$2,352.00 |
| Sub-Total Section B | | | | \$55 <u>,188</u> .00 | |
| Total | | | | S118,456.80 | |
| Will Vendor Hold Pricing Firm? Renewal Option 1 | | | | Yes | |
| Will Vendor Hold Pricing Firm? Renewal Option 2 | | | | Yes | |
| | Will Vendor Hold Pricing Firm? Renewal Option 3 | | | | es |

Recommended Vendor:

Pateco Services, LLC Attn: Michael Pate P.O. Box 4027 Suwanee, GA 30024 Phone: 770-545-8735

Email: mike.pate@patecoservices.com